

C-5000

**PROFESSIONAL SERVICES AGREEMENT WITH  
GRIFFIN STRUCTURES, INC. FOR  
NEWPORT BEACH CORPORATE YARD NEEDS ASSESSMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of this 8th day of November, 2011 by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and GRIFFIN STRUCTURES, INC., a California Corporation ("Consultant"), whose address is 385 Second Street, Laguna Beach, CA 92651 and is made with reference to the following:

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to examine the feasibility of relocating operational areas from the City Yard located on Superior Boulevard to the City Yard located on 16<sup>th</sup> Street.
- C. City desires to engage Consultant to collect, analyze and test data from both City Yard locations to provide a Newport Beach Corporate Yard Needs Assessment ("Project").
- D. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.
- E. The principal member of Consultant for purposes of Project shall be Roger Torriero.
- F. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

The term of this Agreement shall commence on the above written date, and shall terminate on March 31, 2012 unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED**

City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference. Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Work" or "Services"). The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

### 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.1.1 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

3.2 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.3 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax, hand-delivery or mail.

### 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Thirty-Seven Thousand, Four Hundred Dollars and no/100 (\$37,400.00)** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Consultant:

4.3.1 The actual costs of subconsultants for performance of any of the Services that Consultant agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

#### **4.3.2 Approved reproduction charges.**

**4.3.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Consultant in the performance of this Agreement.**

**4.4** Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

### **5. PROJECT MANAGER**

**5.1** Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Roger N. Torriero to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

**5.2** Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

### **6. ADMINISTRATION**

This Agreement will be administered by the **Public Works Department**. Stephen G. Badum or his designee, shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or his authorized representative shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

### **7. CITY'S RESPONSIBILITIES**

**7.1** In order to assist Consultant in the execution of its responsibilities under this Agreement, City agrees to, where applicable:

**7.1.1** Provide access to, and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

**7.1.2** Provide blueprinting and other Services through City's reproduction company for bid documents. Consultant will be required to coordinate the required bid documents with City's reproduction company. All other reproduction will be the responsibility of Consultant and as defined above.

7.1.3 Provide usable life of facilities criteria and information with regards to new facilities or facilities to be rehabilitated.

## **8. STANDARD OF CARE**

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards. All Services shall be performed by qualified and experienced personnel who are not employed by City, nor have any contractual relationship with City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the professional standard of care.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force in effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## **9. HOLD HARMLESS**

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The

policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

## **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

## **11. COOPERATION**

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

## **12. CITY POLICY**

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## **13. PROGRESS**

Consultant is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## **14. INSURANCE**

**14.1** Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

**14.2 Proof of Insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**14.2.1** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in Consultant's bid.

**14.3** Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**14.4** Coverage Requirements.

**14.4.1** Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)) for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Consultant shall require each subconsultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subconsultant's employees.

**14.4.1.1** Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (ten (10) calendar days written notice of non-payment of premium) prior to such change.

**14.4.1.2** Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

**14.5** General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

**14.6** Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

**14.7** Professional Liability (Errors & Omissions) Coverage. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) limit per claim and in the aggregate.

#### **14.8 Other Insurance Provisions or Requirements.**

**14.8.1** The policies are to contain, or be endorsed to contain, the following provisions:

**14.8.1.1 Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**14.8.1.2 Enforcement of Contract Provisions.** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**14.8.1.3 Requirements not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**14.8.1.4 Notice of Cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

**14.9 Timely Notice of Claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement.

**14.10 Additional Insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

#### **15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## **16. SUBCONTRACTING**

The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of City. Consultant shall not subcontract any portion of the Work to be performed under this Agreement without the prior written authorization of City.

## **17. OWNERSHIP OF DOCUMENTS**

**17.1** Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents to City upon prior written request.

**17.2** Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

**17.3** All improvement and/or construction plans shall be prepared with indelible waterproof ink or electrostatically plotted on standard 24-inch by 36-inch Mylar with a minimum thickness of three mils. Consultant shall provide to City 'As-Built' drawings, and a copy of digital ACAD and tiff image files of all final sheets within ninety (90) days after finalization of the Project. For more detailed requirements, a copy of the City of Newport Beach Standard Design Requirements is available from the City's Public Works Department.

## **18. CONFIDENTIALITY**

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

## **19. OPINION OF COST**

Any opinion of the construction cost prepared by Consultant represents his/her judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive



bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

## **20. INTELLECTUAL PROPERTY INDEMNITY**

The Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in Consultant's drawings and specifications provided under this Agreement.

## **21. RECORDS**

Consultant shall keep records and invoices in connection with the Work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **22. WITHHOLDINGS**

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## **23. ERRORS AND OMISSIONS**

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this paragraph is intended to limit City's rights under the law or any other sections of this Agreement.

## **24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS**

City reserves the right to employ other Consultants in connection with the Project.

## **25. CONFLICTS OF INTEREST**

**25.1** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

**25.2** If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## **26. NOTICES**

**26.1** All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Stephen G. Badum, Public Works Director  
Public Works Department  
City of Newport Beach  
3300 Newport Boulevard  
PO Box 1768  
Newport Beach, CA 92658  
Phone: 949-644-3311  
Fax: 949-644-3318

**26.2** All notices, demands, requests or approvals from CITY to Consultant shall be addressed to Consultant at:

Attention: Roger N. Torriero  
Griffin Structures, Inc.  
385 Second Street  
Laguna Beach, CA 92651  
Phone: 949-497-9000  
Fax: 949-497-8883

## **27. CLAIMS**

The Consultant and the City expressly agree that in addition to any claims filing requirements set forth in the Contract and Contract documents, the Consultant shall be required to file any claim the Consultant may have against the City in strict conformance with the Tort Claims Act (Government Code sections 900 *et seq.*).

## **28. TERMINATION**

**28.1** In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

**28.2** Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) calendar days prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## **29. STANDARD PROVISIONS**

### **29.1 Compliance With all Laws**

Consultant shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

### **29.2 Waiver**

A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

### **29.3 Integrated Contract**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

#### **29.4 Conflicts or Inconsistencies**

In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

#### **29.5 Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

#### **29.6 Amendments**

This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

#### **29.7 Severability**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

#### **29.8 Controlling Law And Venue**

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

#### **29.9 Equal Opportunity Employment**

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

#### **29.10 No Attorney's Fees**

In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

#### **29.11 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY**

Date: 10/26/11

By: [Signature]  
Michael Torres  
Deputy City Attorney

KSA  
10/26

**ATTEST:**  
Date: 11-8-11

By: [Signature]  
Leilani I. Brown  
City Clerk



**CITY OF NEWPORT BEACH,  
A California municipal corporation**

Date: 11/4/11

By: [Signature]  
Stephen B. Badum  
Public Works Director

**CONSULTANT: GRIFFIN STRUCTURES,  
INC., a California Corporation**  
Date: \_\_\_\_\_

By: [Signature]  
Roger M. Torrero,  
Chief Executive Officer

Date: 28 Oct 2011

By: [Signature]  
Mark G. Hoglund,  
Chief Financial Officer

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B – Schedule of Billing Rates

# **EXHIBIT A**

## SCOPE OF WORK

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The City wishes to examine the feasibility of relocating operational areas from the MOB City Yard on Superior Boulevard onto the MOB City Yard on 16<sup>th</sup> Street. The project will include computing space needs for each shop function, testing site capacity for accommodating all the city yard operations, and determining the effects of different operational models (various contracted services) on those space requirements. Future space use at the reconfigured 16<sup>th</sup> Street site must also address impacts of adjacent land uses.

The Consultant will accomplish the following tasks.

- Tabulate operating assumptions for the identified shops. This includes three columns of information: operations today, operations in the future if not contracted, and operations in the future with contracting selected services. The City will identify these contracted options, and the Consultant will tabulate this information for space computation
- Based on the operations assumptions above, the Consultant will compute the required space for each of the shop and operational areas (including administration). The Consultant will interview division heads to understand the types of equipment, special storage, and other needs to be accommodated, and will discuss the material storage requirements for each shop, the storage rack systems to assume, the uses of new technology and their impacts on space needs, desk space needs, assembly areas, locker facilities, and all other space elements associated with the staff and operations of the individual shop.
- For each shop and operational area the Consultant will identify the space needs associated with projected vehicle and rolling stock requirements, outdoor yard stores, materials receiving, and other outdoor elements needed in support of those operations.
- For each shop and operational area the Consultant will identify appropriate allowances for employee parking and related areas such as for bicycle parking, special vehicles, and the like.
- For the consolidated yard as a whole, the Consultant will identify recommended central support and staff amenity areas, as appropriate for these operations. Amenity areas include central locker facilities, training and break rooms, and others as may be agreed to mutually with the City.
- A high-level survey of building conditions will be performed to assess their reuse and possible renovation, rehabilitation, or replacement in the long-term future planning of the site.
- Site capacity sketches will be prepared for each of the two future operating scenarios (level of contracted services) noted above, to demonstrate whether all will fit on the existing site, and demonstrating how the site can be used to best serve the operational requirements.
- For the two scenarios, the Consultant will prepare project budgets, as noted below, which represent estimates of probable costs for developing the existing site.

## **EXPLANATION OF TASKS**

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### **DATA COLLECTION**

The Consultant will use survey and data collection methods that meet accepted standards, to obtain the information needed to perform the above listed tasks. There will be 12 interviews with Yard-based personnel, including the Department Manager and his 2 key assistants, as well as 9 division heads. These interviews will be the basis of information on projections and space use practices.

A physical survey (inventory of space use) will be used to obtain a baseline view of space in use today, the numbers and dimensions of work areas in use, operational practices, and other critical information. Use of questionnaires is not required in this data collection process.

### **DATA ANALYSIS**

#### **Future Operations**

Projection of operations and staff are to be based on the information provided by City representatives in the interview process. The Consultant will examine general projections for population growth, growth in other economic and demographic factors, and other parameters to assist in dialogue during the interviews. The City will also discuss effects, if any, of new shop and storage technologies, computerization, communications, security, and other systems.

#### **Computing the Space Needs Table**

The Consultant will employ generally accepted and appropriate space standards, based in part on information collected in the City and in part on the best-practices in place in other communities or promoted by various agencies. These will be applied to the projected operations and arrive at space requirements for each area. An allowance will be added for other areas and functions, such as for office support, storage, meeting areas, and so on. The Consultant will add an allowance for circulation, building access, mechanical and systems, and special areas to obtain a total space requirement for the proposed facility.

Space will be computed for (a) present operations, to compare with what is occupied now, (b) projected future operations without contracting, and (c) projected operations under the identified levels of future contracted services.

### **TEST FIT AT THE UTILITIES SITE**

A key outcome of this project is the validation of the existing site to accommodate the consolidated operations of both General Services and Utilities at the Utilities Yard. The Consultant will provide a conceptual plan and block layout of the combined projected operations under each scenario as agreed.

#### **Survey of Existing Building Conditions**

The project will examine reuse of existing shop buildings, and identify where this is appropriate both for the proposed function to be located there and the building's condition. As part of this study the Consultant will make a high-level review of the condition of the existing buildings on the site, and will assess remediation requirements, code issues, and other factors which can be observed by an



experienced builder, without deconstructive testing and without opening up areas hidden from view. This information will be used in recommending levels of renovation, remediation, or replacement, and used in evaluating the associated costs in assessment of budget requirements.

In order to perform the survey of existing building conditions, the Consultant will assume availability of as-built drawings of the existing structures, and will make key use of them in their reviews. The Consultant will interview city staff who are responsible for building maintenance and repair.

#### **Block Sketches of Proposed Site Usage**

Based on the space requirements for each of the functions to be housed at the yard the Consultant will provide block sketches of preferred site usage. The site sketches will reflect the two approved operations scenarios. These block sketches will identify uses for existing buildings that are retained, and for replacement or new structures needed to achieve the program requirements.

The test fit sketches will indicate whether added site acreage is needed to accommodate the projected combined yard operations. If it happens that additional site are is needed, the Consultant will provide an estimate of the amount of acreage requirements. The test fit sketches will include considerations of vehicle, materials, and personnel movements, safety, and security at the yard. The site sketches will also be the basis for development of a conceptual statement of probable cost.

#### **CONCEPTUAL STATEMENT OF PROBABLE COST**

With the quantitative and functional space requirements determined as described above, a high-level conceptual statement of probable cost will be prepared for suitable decision making at this stage of analysis. The costs will be preliminary at this conceptual planning level, based on unit and major component cost factors on high-level design information. Costs will reflect local construction conditions and the local bid market. The conceptual statement of probable cost will be presented in such a manner so that, once approval to proceed is given and design is taken further, the estimate can be refined.

The cost model will include "total project costs" to the degree possible. Site costs will be prepared based on information requested of, and provided by, the City. The Consultant will include allowances for pre-development costs, building construction costs, architectural and engineering costs, program and construction management, other fees and permits, consulting costs, insurance costs, entitlement costs (if applicable), FF&E allowance, landscaping, reasonable contingencies, and other appropriate components of total project costs, based on input from the City. Costs will exclude costs for off-site improvements, and will be based on site condition information as available.

# **EXHIBIT B**

## FEE REQUIREMENT AND ESTIMATED TIMELINE

### FEE

For this work, the Consultant proposes a not-to-exceed Professional Services Fee of \$35,400 (thirty-five thousand four hundred dollars), plus reimbursable expenses at actual costs not to exceed \$2,000 (Two Thousand Dollars), for a total of \$37,400 (thirty-seven thousand four hundred dollars). This fee is based on the estimate of time required, and the hourly rates previously as approved by the city, which are repeated in the table below.

Invoices for work performed on a worked-performed basis will be presented monthly. This fee is based on any and all reasonable costs necessary to provide the scope of services described in this Proposal, and will be computed based on hours worked to achieve the tasks as stated.

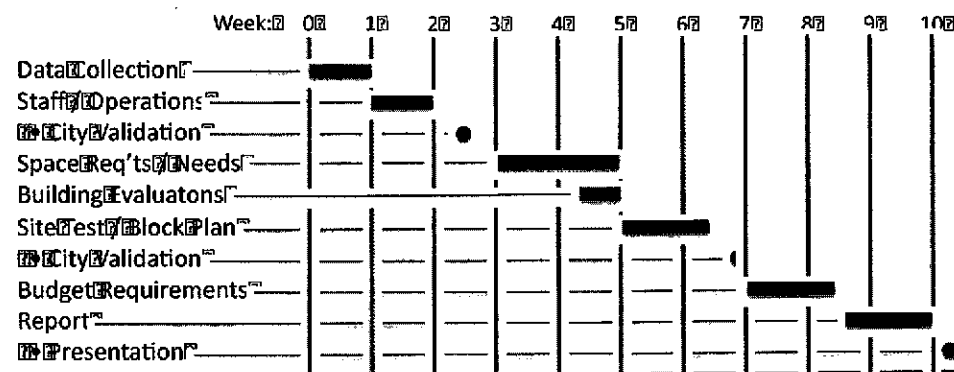
### HOURLY RATES TABLE

The following presents the hourly rates previously approved by the City and applicable to this project.

Project Principal.....	\$275.00
Project Executive .....	\$225.00
Senior Construction Manager.....	\$195.00
Senior Project Analyst.....	\$165.00

### TIMELINE

For the work proposed, the Consultant will complete this project with delivery of primary project materials within 10 weeks, depending upon City availability and on availability of requested background information. Final report will be submitted according to City availability at the end of this period. This timeframe assumes the required availability of staff for interviews, access to the existing facility for survey, timely reviews and approvals to proceed at each review point, timely schedule and date for the public outreach meeting, and a continuous project work plan.



# CERTIFICATE OF INSURANCE CHECKLIST

## City of Newport Beach

This checklist is comprised of requirements as outlined by the City of Newport Beach. \*

Date Received: 11-1-11 Dept./Contact Received From: Shari  
Date Completed: 11-2-11 Sent to: Shari By: Carol  
Company/Person required to have certificate: Griffin Structures Inc  
Type of contract: All other - (Corporate Yard needs Assessment)

### I. GENERAL LIABILITY

EFFECTIVE/EXPIRATION DATE: 3-1-11 to 3-1-12

- A. INSURANCE COMPANY: Great American Assurance Co
- B. AM BEST RATING (A- : VII or greater): A, XIII
- C. ADMITTED Company (Must be California Admitted):  
Is Company admitted in California? ☒ Yes ☐ No
- D. LIMITS (Must be \$1M or greater): What is limit provided? 1,000,000
- E. ADDITIONAL INSURED ENDORSEMENT - please attach ☒ Yes ☐ No
- F. PRODUCTS AND COMPLETED OPERATIONS (Must include): Is it included? (completed Operations status does not apply to Waste Haulers or Recreation) ☒ Yes ☐ No
- G. ADDITIONAL INSURED FOR PRODUCTS AND COMPLETED OPERATIONS ENDORSEMENT (completed Operations status does not apply to Waste Haulers) ☒ Yes ☐ No
- H. ADDITIONAL INSURED WORDING TO INCLUDE (The City its officers, officials, employees and volunteers): Is it included? ☒ Yes ☐ No
- I. PRIMARY & NON-CONTRIBUTORY WORDING (Must be included): Is it included? ☒ Yes ☐ No
- J. CAUTION! (Confirm that loss or liability of the named insured is not limited solely by their negligence) Does endorsement include "solely by negligence" wording? ☐ Yes ☒ No
- K. ELECTED SCMAF COVERAGE (RECREATION ONLY): ☒ N/A ☐ Yes ☐ No
- L. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

### II. AUTOMOBILE LIABILITY

EFFECTIVE/EXPIRATION DATE: 3-1-11 to 3-1-12

- A. INSURANCE COMPANY: Hartford Casualty Insurance
- B. AM BEST RATING (A- : VII or greater) A; XV
- C. ADMITTED COMPANY (Must be California Admitted):  
Is Company admitted in California? ☒ Yes ☐ No
- D. LIMITS (Must be \$1M min. BI & PD and \$500,000 UM, \$2M min for Waste Haulers): What is limits provided? 1,000,000
- E. LIMITS Waiver of Auto Insurance / Proof of coverage (if individual) (What is limits provided?) \_\_\_\_\_
- F. PRIMARY & NON-CONTRIBUTORY WORDING (For Waste Haulers only): ☒ N/A ☐ Yes ☐ No
- G. HIRED AND NON-OWNED AUTO ONLY: ☒ N/A ☐ Yes ☐ No
- H. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

III. WORKERS' COMPENSATION

EFFECTIVE/EXPIRATION DATE: 6-1-11 to 6-1-12

- A. INSURANCE COMPANY: Zurich American Insurance Company
- B. AM BEST RATING (A- : VII or greater): A+; XV
- C. ADMITTED Company (Must be California Admitted): ☒ Yes ☐ No
- D. WORKERS' COMPENSATION LIMIT: Statutory ☒ Yes ☐ No
- E. EMPLOYERS' LIABILITY LIMIT (Must be \$1M or greater) \$1,000,000
- F. WAIVER OF SUBROGATION (To include): Is it included? ☒ Yes ☐ No
- G. SIGNED WORKERS' COMPENSATION EXEMPTION FORM: ☒ N/A ☐ Yes ☐ No
- H. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

ADDITIONAL COVERAGE'S THAT MAYBE REQUIRED

IV. PROFESSIONAL LIABILITY

☐ N/A ☐ Yes ☐ No

V POLLUTION LIABILITY

☐ N/A ☐ Yes ☐ No

V BUILDERS RISK

☐ N/A ☐ Yes ☐ No

**HAVE ALL ABOVE REQUIREMENTS BEEN MET?**

☒ Yes ☐ No

**IF NO, WHICH ITEMS NEED TO BE COMPLETED?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved:



11-2-11

Agent of Alliant Insurance Services  
Broker of record for the City of Newport Beach

Date

**RISK MANAGEMENT APPROVAL REQUIRED** (Non-admitted carrier rated less than \_\_\_\_\_;

Self Insured Retention or Deductible greater than \$ \_\_\_\_\_) ☐ N/A ☐ Yes ☐ No

Reason for Risk Management approval/exception/waiver:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved:

Risk Management

Date

\* Subject to the terms of the contract.



## IMPORTANT

If the certificate holder is an *ADDITIONAL INSURED*, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If *SUBROGATION IS WAIVED*, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that the insured is required by written contract to name as an additional insured.

City of Newport Beach, its officers, agents, employees and volunteers

It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured(s) operations, and any other insurance maintained by the Additional insured(s) shall be excess and non-contributory with insurance provided hereunder

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II — Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered" operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG 20 10 10 01**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Additional Insured  
Person(s) or Organization(s):**

**Location and Description of Completed Operations:**

City of Newport Beach, its officers, agents,  
employees and volunteers

Corporate Yard

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule**

**Name of Person or Organization:**

Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Doug Jones c/o AJG Risk Management Services, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (480) 951-4177 <b>FAX (A/C No.):</b> (480) 951-4266 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> Oasis Acquisition, Inc Labor Contractor, for leased workers to: GRIFFIN STRUCTURES INC 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Zurich-American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Zurich-American Insurance Company	16535	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES**      **CERTIFICATE NUMBER:** 11FL075809704      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
3500	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
2000	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 90-00-741-01	06/01/2011	06/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2011	06/01/2012	Client# 7918-1

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is provided for only those employees leased to but not subcontractors of:  
GRIFFIN STRUCTURES INC  
385 SECOND STREET  
LAGUNA BEACH, CA 92651  
Project: Newport Beach Corporate Yard Needs Assessment

Endorsements: Waiver of Subrogation

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Newport Beach 3300 Newport Blvd Newport Beach, CA 92658	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 04 03 06**  
(Ed. 4-84)**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$0 of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE****Person or Organization****Job Description****IN FAVOR OF:**

Project: Newport Beach Corporate Yard Needs Assessment

City of Newport Beach  
3300 Newport Blvd  
Newport Beach, CA 92658

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/31/2011

Policy No: WC 90-00-741-01

Endorsement No:

Insured: Oasis Acquisition, Inc Labor Contractor, for leased workers to: GRIFFIN  
STRUCTURES INC

Insurance Company: Zurich-American Insurance Company

Countersigned by

**WC 04 03 06**

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